

Assessor Parcel No(s): 1318-03-210-033

WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking, FL9-700-04-11
9000 Southside Blvd, Bldg 700
Jacksonville, FL 32256

SEND TAX NOTICES TO:

DEWITT L JONES III
THE DEWITT JONES III, REVOCABLE TRUST, DATED MAY 26,
1994
73 KALAE HWY
KUALAPUU, HI 96757-0000

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

2054992-1051

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 28, 2003, is made and executed between DEWITT L JONES III, TRUSTEE OF THE DEWITT JONES III, REVOCABLE TRUST, DATED MAY 26, 1994 ("Grantor") and Bank of America, N.A.; c/o Nevada Main Office; 300 S. 4th Street; 2nd Floor Executive Office; Las Vegas, NV 85101 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated January 15, 2002 (the "Deed of Trust") which has been recorded in DOUGLAS County, State of Nevada, as follows:

RECORDED MAY 21, 2002, BOOK 0502, PG 06255, INSTRUMENT NO. 542682.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in DOUGLAS County, State of Nevada:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 1019 SKYLAND DRIVE, ZEPHYR COVE, NV 89448-0000.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

THE PRINCIPAL AMOUNT SECURED BY THE MODIFICATION OF THE DEED IS CHANGED FROM \$100,000.00 TO \$400,000.00. THE MATURITY DATE DESCRIBED IN THE DEED IS CHANGED TO FEBRUARY 28, 2028.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MISCELLANEOUS. The Mortgage or Deed of Trust and all other documents held or maintained by Lender in connection with the Mortgage or Deed of Trust (and any prior renewal/extension/modification/consolidation thereof) have been properly perfected and are fully enforceable in strict accordance with the terms thereof. Any consent to jurisdiction previously executed by Grantor shall unconditionally be fully effective and fully extend to this Modification and any document executed in conjunction herewith. To the extent that any provision of this Modification conflicts with any term or condition set forth in the Mortgage or Deed of Trust, or any agreement or security document executed in conjunction herewith, the provision of this Modification shall supercede and control. Grantor acknowledges and agrees that, as of the date of this Modification, the Mortgage or Deed of Trust is fully enforceable in strict accordance with the terms thereof, and there are no claims, setoffs, avoidances, counterclaims or defenses or rights to claims, setoffs, avoidances, counterclaims or defenses to enforcement of the Mortgage or Deed of Trust or the Note or Credit Agreement. This Modification has been duly executed by Grantor under seal. Grantor acknowledges receiving a full and completed copy of this Modification (regardless whether Grantor's signature appears on the copy). "Grantor" means, jointly and severally, each person who executed or executes the Mortgage or Mortgage Modification or Deed of Trust or Deed of Trust Modification. Any litigation arising out of or relating to this Modification or the Note or Credit Agreement shall be commenced and conducted in the courts and in the States as specified in the Mortgage or Deed of Trust. Grantor hereby waives the right to trial by jury in any action brought on this Modification or on any other matter arising in connection with this Modification or the Note or Credit Agreement.

NONTITLED SPOUSES AND NON-BORROWER GRANTORS. Any Grantor or Trustor who signs this Deed of Trust, Mortgage or Modification ("Security Instrument") but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor's interest in the Property under the terms of this Security Instrument; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the obligation evidenced by the Note or the Credit Agreement ("Related Document").

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MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 68181001704699

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TRUST ACKNOWLEDGMENT

STATE OF Hawaii)
) SS
COUNTY OF Mau)

This instrument was acknowledged before me on 07 March 2003 by DEWITT L JONES III, Trustee of THE DEWITT JONES III, REVOCABLE TRUST, DATED MAY 26, 1994, as designated trustee of THE DEWITT JONES III, REVOCABLE TRUST, DATED MAY 26, 1994.

SEAL

(Seal, if any)

[Signature]
(Signature of notarial officer)
Notary Public in and for State of Hawaii

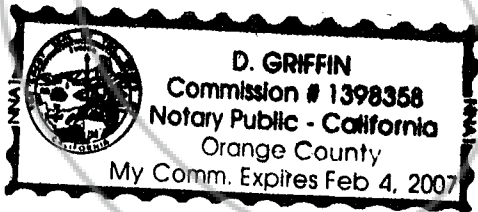
LENDER ACKNOWLEDGMENT

STATE OF California)
) SS
COUNTY OF Orange)

This instrument was acknowledged before me on MAR 18 2003 by S. Leal as designated agent of Bank of America, N.A.

SEAL

(Seal, if any)



[Signature]
(Signature of notarial officer)
Notary Public in and for State of CA

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EXHIBIT "A"

PARCEL I:

All that portion of Lot 44, as shown on the map of SKYLAND SUBDIVISION NO. 1, filed in the Office of the County Recorder of Douglas County, State of Nevada on February 27, 1958 in Book 1, Page 181, Document No. 12967 more particularly described as follows:

That portion of Lot 44 of Skyland Unit #1, lying Northwesterly of the following described line:

Commencing at the Northwest corner of said Lot 44, as shown on the map of Skyland Subdivision No. 1, as recorded in the Office of the County Recorder of Douglas County, Nevada, on February 27, 1958; thence South 28°47' East, in and along the Westerly lot line of said Lot 44, 100.00 feet to the Point of Beginning; thence North 45°37'55" East, 83.87 feet to a point, said point being in the common line of Lot 44 and 45.

Excepting therefrom any portion lying within the bounds of that certain Deed recorded June 7, 1968 in Book 59 of Official Records, at Page 477 Douglas County, Nevada.

PARCEL II:

That portion of Lot 45 of Skyland Unit, Northwesterly of the following described lines:

Commencing at the Northwestern corner of Lot 45, as shown on the map of Skyland Subdivision No. 1, as recorded in the office of the County Recorder of Douglas County, Nevada; thence South 28°47' East, in and along the Easterly lot line of said Lot 45, 50.00 feet to the point of beginning; thence South 43°36'24" West, 90.79 feet to point, said point being in the common line of Lot 45 and 44.

Together with the right of access to the waters of Lake Tahoe and for beach and recreational purposes over Lots 32 and 33, as shown on the filed map referred to herein as reserved in the Deed for Stockton Garden Homes, Inc., a California Corporation to Skyland Water Co., a Nevada Corporation, recorded February 5, 1960, in Book 1 of Official Records at Page 268, Douglas County, Nevada.

NOTE: The above metes and bounds description appeared previously in that certain Document recorded July 31, 2000, in Book 700, Page 5405, as Instrument No. 496869.

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COPY

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2003 MAY -6 PM 12: 25

WERNER CHRISTEN
RECORDER

\$ 18.⁰⁰ PAID RB DEPUTY

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